

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

Civil Action No.:
Hon:

vs.

Mohamad Elfassih,

Defendant.

GOODMAN & POESZAT, PLLC
Jeffrey G. Poeszat (P51370)
Attorneys for the United States of America
20300 West 12 Mile Road, Suite 201
Southfield, MI 48076
248/750-0500

COMPLAINT

The United States of America, Plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 2 Hampton Ct., Dearborn, MI, 48124.

The Debt

3. The debt owed to the United States of America is as follows:

A. Current principal balance (after application of all prior payments, credits, and offsets):	\$4,984.43
B. Current capitalized interest balance and accrued interest:	\$7,788.41
C. Administrative Fee, Costs, Penalties:	\$0.00
D. Credits previously applied (Debtor payments, credits and offsets, Exhibit B):	\$0.00
Total Owed	\$12,772.84

The Certificate of Indebtedness, attached as Exhibit B, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8% per annum from the date stated in Exhibit B. The promissory notes which are at issue are attached as Exhibit A, hereto.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in Paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest at the legal rate, pursuant to 28 U.S.C. § 1961.

B. For attorneys' fees and costs allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

GOODMAN & POESZAT, PLLC

By: s/ Jeffrey G. Poeszat

Jeffrey Poeszat, Bar No. (P51370)
20300 W 12 Mile Road, Suite 201
Southfield, Mi 48076
Telephone No. 248/750-0500
Fax No. 248/750-0508
jpoeszat@goodmanpoeszat.com

August 29, 2011

CDCS #: 2011A71894

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Mohamad W. Elfassih
2 Hampton Ct.
Dearborn, MI 48124
Account No.: XXXXX8310

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/01/11.

On or about 01/13/86 and 03/12/87, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00 and \$2,500.00 from Michigan National Bank of Detroit, Clawson, MI. This loan was disbursed for \$2,500.00 on 01/12/86 and \$2,500.00 on 03/12/87, at 8.00 percent interest per annum. The loan obligation was guaranteed by Michigan Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$300.87 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 03/18/91 and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$4,984.43 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/25/98, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$ 4,984.43
Interest:	\$ 7,788.41
Total debt as of 07/01/11:	\$12,772.84

Interest accrues on the principal shown here at the rate of \$1.09 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7/14/11



Loan Analyst
Litigation Support

EXHIBIT B

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Documents will be retained in portfolio

MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

GUARANTEED STUDENT LOAN

Michigan National Bank of Detroit

INTERIM NOTE

1980 TM

Date:

January 13, 1986

On December 1 19 87 or on such accelerated or extended maturity date as provided for herein, for value received the undersigned promises to pay to Michigan National Bank of Detroit

hereinafter called the Holder or order the principal sum of \$ 2,500.00

together with interest thereon from the date of disbursement of this loan at the rate of 8.00 % per annum. The undersigned hereinafter called the Maker, shall pay such principal and interest at the office of the Holder

22595 W. 8 Mile Road Detroit, MI 48219

or at such other place as the Holder hereof shall designate to the Maker in writing in lawful money of the United States of America.

COMPLETE: MULTIPLE DISBURSEMENT ONLY

ANNUAL INTEREST RATE		COSTS OF LOAN	
The cost of your credit as a yearly rate.		\$ <u>45.83</u> Insurance \$ <u>125.00</u> Premium (1% per amount of loan amount) \$ <u>170.83</u> Origination Fee (5% of loan amount) \$ <u>170.83</u> TOTAL COST	
Prior to repayment	During repayment		
<u>8.00</u> %	<u>8.00</u> %		

Disbursement Schedule	Estimated Date of Disbursement	Loan Amount	Prepaid finance Charge		Amount Disbursed
			Insurance Premium	Origination Fee	
First					
Second					
Third					
TOTALS					

SCHOOL: University of MichiganLOAN PERIOD: 1-86/5-86 LOAN # 956786U

ACKNOWLEDGEMENT

The Maker acknowledges having read and understood this Interim Note, including the above disclosure statement and the rights and responsibilities on the reverse side, and acknowledges receipt of an exact copy of this Note at the time of execution of the Note. Principal amount of the loan, plus interest if any, may be paid at maturity or prior to maturity at the option of the Maker by remitting payment in full or by arranging with the Holder of the Note a monthly repayment schedule. The repayment schedule shall call for an interest charge which does not exceed the interest charge on this Note and any cosigner on this Note is equally liable during the repayment period.

The Maker acknowledges, if Maker and Holder agree, an installment may be accelerated and the loan may be accelerated calling for repayment to begin earlier than the maturity date of this Note and for payments which exceed the \$500 minimum term in installment of such agreement the grace period may not be restored; however, the Maker may at any time prepay the loan without penalty. The Michigan Department of Education, that the Maker may have a total Note term of at least five years but not more than ten years.

Costs of Loan: The Maker agrees to pay the Holder, in addition to interest and principal due, an amount equal to the premium that the Holder is required to pay to the Michigan Guaranteed Student Loan Program in order to have the loan insured by its insurance provisions, and such premium is immediately due and payable. The Maker further agrees to pay an Origination Fee, authorized by Federal Law. The amount of the Insurance Premium and the Origination Fee, calculated on the amount of the loan shall be paid at the time of the loan disbursement.

If the loan is disbursed in multiple installments, the amount of insurance premium shall be calculated on the amount of loan expected to be disbursed or on the amount of loan disbursed at each disbursement. The amount of the Origination Fee may at the Holder's option be calculated on the full amount of the loan expected to be disbursed or on the amount of loan disbursed at each disbursement.

The Insurance Premium and the Origination Fee are refundable only if the loan check is returned to the Holder uncashed except if a loan is disbursed in multiple installments and the full amount of the Origination Fee is charged on the first installment, the prorated amount of the Origination Fee shall be refunded if subsequent installments are not made.

Late Charge: If the Holder presents the Maker with a repayment schedule upon maturity of this Note, the Maker agrees to pay a late charge on each installment delinquent for a period exceeding ten days in an amount not exceeding 5% of the installment payment or \$5.00, whichever is less. This provision shall not be deemed to extend the note due date or to grant any period of grace.

Acceleration: The Maker agrees, (1) if he or she reduces his or her course of study to less than half time status or, (2) transfers to a school not participating under terms of the Michigan Guaranteed Student Loan Program, that the maturity date of this Note is accelerated. The accelerated maturity date on a 7% loan shall be not less than nine months nor more than twelve months after the date of the occurrence of either event of acceleration. The accelerated maturity date on a loan with an interest rate greater than 7% shall be six months after the date of the occurrence of either event of acceleration.

Extension: The Maker further agrees that if the expected completion of studies date changes during the period of this loan and that if a period of less than half time enrollment status at a participating school or non-attendance at any school or enrollment at a non-participating school does not exceed the maximum grace period, the maturity date of this Note may be extended. The new grace period for loans evidenced by a Note at a 7% rate of interest may not be less than nine months nor more than twelve months following the new completion of studies date. The new grace period for loans evidenced by a Note at a rate greater than 7% shall be six months following the new completion of studies date.

Deferment: Once the maturity date of this Note occurs, repayment is required to begin, unless the Maker is eligible and applies and receives a deferment of payments as authorized by Federal Law. Conditions and requirements for deferment are enumerated on the reverse side of this Note and are considered as part of this Note.

Maker: The Maker promises to (1) use the proceeds of the loan evidenced by this note solely to pay educational expenses attendant to his or her attendance at the participating school at which the Maker is accepted for enrollment or is already enrolled on this date and (2) send written notice to the Holder and to the Michigan Guaranteed Student Loan Program of any changes occurring in enrollment status, home address or the occurrence of any event which would cause the Holder to declare this note in default.

If the Maker dies or becomes permanently and totally disabled, the indebtedness shall be paid in full to the Holder by the Michigan Guaranteed Student Loan Program on behalf of the Maker. If the Maker shall default on this note by reason of delinquency the unpaid balance shall, at the option of the Holder, become immediately due and payable without notice or demand and if the Holder shall incur any extra costs or expenses in connection

EXHIBIT A

If the loan is disbursed in multiple installments, the amount of the Origination Fee may at the Holder's option be calculated either on the full amount of the loan expected to be disbursed or on the amount of loan disbursed at each disbursement.

The Insurance Premium and the Origination Fee are refundable only if the loan check is returned to the Holder unassigned except if a loan is disbursed in multiple installments and the full amount of the Origination Fee is charged on the first installment, the prorated amount of the Origination Fee shall be refunded if subsequent installments are not made.

Late Charge: If the Holder presents the Maker with a repayment schedule upon maturity of this Note, the Maker agrees to pay a late charge on each installment delinquent for a period exceeding ten days in an amount not exceeding 5% of the installment payment or \$5.00, whichever is less. This provision shall not be deemed to extend the note due date or to grant any period of grace.

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Maker: The Maker promises to (1) use the proceeds of the loan evidenced by this note solely to pay educational expenses attendant to his or her attendance at the participating school at which the Maker is accepted for enrollment or is already enrolled on this date, and (2) send written notice to the Holder and to the Michigan Guaranteed Student Loan Program of any changes occurring in enrollment status, home address or the occurrence of any event which would cause the Holder to declare this note in default.

If the Maker dies or becomes permanently and totally disabled, the indebtedness shall be paid in full to the Holder by the Michigan Guaranteed Student Loan Program on behalf of the Maker. If the Maker shall default on this note by reason of delinquency, the unpaid balance shall, at the option of the Holder, become immediately due and payable without notice on demand and if the Holder shall incur any extra costs or expenses in connection with collections thereof, there shall additionally come due from the Maker all reasonable expenses and attorney fees and the Holder may take judgment for all such sums. In the event of default the Holder may report the default to a credit bureau. The Michigan Guaranteed Student Loan Program may refer this loan to a collection agency. If this loan is referred to a collection agency, subject to the Fair Debt Collections Practices Act, the Maker will be subject to payment of collection costs which do not exceed 25% of the unpaid principal and accrued interest.

The Maker acknowledges that he or she is legally obligated, under Section 8, Act No. 77 of the Public Acts of 1960, for the payment of the note even though he or she may be under eighteen (18) years of age. No delay on the part of the Holder or guarantor hereof in exercising any of its options, powers, or rights, shall constitute a waiver of any of such powers, or rights.

The borrower rights, as listed on the reverse side, pertain to this loan and are incorporated as part of this Note.

CO-SIGNER
SIGNATURE

MAKER
SIGNATURE

TYPED NAME

TYPED NAME Mohamad W. Elfoush

ADDRESS

ADDRESS 318 Hubbard Ct.

CITY

STATE

ZIP

CITY Westland

STATE MI

ZIP 48185

SOCIAL SECURITY NO.

SOCIAL SECURITY

8316

NOTE ENDORSEMENT BY MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

The undersigned, as endorser, guarantees payment of 100 percent of the unpaid principal balance to the Holder in the event the Maker permits this note to become in default as defined by regulations of the Michigan Higher Education Assistance Authority. In the event of default, the Maker's obligation to the Holder is transferred to the Michigan Higher Education Assistance Authority.

Subscribed and sworn by MAKER before me this 19 day of 19

County of:

MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

Notary Signature:

Address:

Authorized Official

Stamp & Seal:

My commission expires:

Patrick Cummings

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"I DECLARE UNDER PENALTY OF PERJURY
THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
PROMISSORY NOTE."

SIGNATURE: Judith A. Byrnes
JUDITH A. BYRNES

TITLE: ASSISTANT TO THE DIRECTOR

DATE: 4-30-98

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Documents will be retained in portfolio)

"I DECLARE UNDER PENALTY OF PERJURY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF THE
ORIGINAL PROMISSORY NOTE."

SIGNATURE: Danny Y. [Signature]

TITLE: clerk

DATE: 2/17/98

"I DECLARE UNDER PENALTY OF PERJURY
THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
PROMISSORY NOTE."

SIGNATURE: Judi A. Byrnes
JUDI A. BYRNES

ASSISTANT TO THE DIRECTOR

TITLE:

DATE: 4-30-98

"I DECLARE UNDER PENALTY OF PERJURY THAT I
FURNISH THE TRUE AND CORRECT COPY OF THE
ORIGINAL PROMISSORY NOTE."

SIGNATURE: Dawn Hand

TITLE: clerk

DATE: 2/17/98

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"I DECLARE UNDER PENALTY OF PERJURY
THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
PROMISSORY NOTE."

SIGNATURE: Judy A. Byrne

JUDY A. BYRNE
TITLE: ASSISTANT TO THE DIRECTOR

DATE: 4-30-95

SIGNATURE: Dan Hand

TITLE: Chief

DATE: 2/12/98

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MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

GUARANTEED STUDENT LOAN

ELFASIE MOHAMAD

INTERIM NOTE

Master No. 88310
Interim Note #: 18396

Date: March 12, 1987

On December 1st 1987 or on such accelerated or extended maturity date as provided for herein, for value received the undersigned promises to pay to Michigan National Bank of Detroit 1250 W 14 Mile, Clawson, MI 48017

hereinafter called the Holder or order the principal sum of \$ 2,500.00 together with interest thereon from the date of disbursement of this loan at the rate of 8.00 % per annum. The undersigned hereinafter called the Maker shall pay such principal and interest at the office of the Holder 1250 W. 14 Mile Rd. Clawson, MI 48017

or at such other place as the Holder hereof shall designate to the Maker in writing in lawful money of the United States of America.

COMPLETE: MULTIPLE DISBURSEMENT ONLY

ANNUAL INTEREST RATE		COSTS OF LOAN	
The cost of your credit as a yearly rate.		\$ 18.75 Insurance Premium (1% per annum of loan amount)	
Prior to repayment	During repayment	\$ 125.00 Origination Fee (5% of loan amount)	
8.00 %	8.00 %	\$ 143.75 TOTAL COST	

Disbursement Schedule	Estimated Date of Disbursement	Loan Amount	Prepaid Finance Charge		Amount Disbursed
			Insurance Premium	Origination Fee	
First	03/01/87	2500.00	18.75	125.00	2356.25
Second					
Third					
TOTALS		2500.00	18.75	125.00	2356.25

Poor Source Original
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PLEDGE

The Maker acknowledges having read and understood this interim note, including the above on the reverse side, and acknowledges receipt of an exact copy of this Note at the time of interest if any, may be paid at maturity or prior to maturity at the option of the Maker by remitting payment in full or by arranging with the Holder of the Note a monthly repayment schedule. The repayment schedule shall call for an interest charge which does not exceed the interest charge on this Note and any cosigner on this Note is equally liable during the term of the loan. The undersigned does hereby sell, transfer, assign, convey, and otherwise dispose of all right, title, and interest in and to the above described loan to the Michigan National Bank of Detroit, its successors and assigns, to the extent that the Maker may have a legal Note term of at least five years but not more than ten years.

Costs of Loan: The Maker agrees to pay the Holder, in addition to interest and principal, the amount of the insurance premium that the Holder is required to pay to the Michigan Guaranteed Student Loan Program in order to insure the loan against default. The amount of the insurance premium is immediately due and payable. The Maker further agrees to pay an Origination Fee, authorized by Federal Law. The amount of the insurance premium and the Origination Fee, calculated on the amount of the loan shall be paid at the time of disbursement. The amount of the insurance premium shall be calculated on the amount of loan disbursed to the Maker at each disbursement. The amount of the Origination Fee may at the Holder's option be calculated on the full amount of the loan expected to be disbursed or on the amount of loan disbursed at each disbursement.

The Insurance Premium and the Origination Fee are refundable only if the loan check is returned to the Holder uncashed except if a loan is disbursed in multiple installments and the full amount of the Origination Fee is charged on the first installment, the prorated amount of the Origination Fee shall be refunded if subsequent installments are not made.

Late Charge: If the Holder presents the Maker with a repayment schedule upon maturity of this Note, the Maker agrees to pay a late charge on each installment delinquent for a period exceeding ten days in an amount not exceeding 5% of the installment payment or \$5.00, whichever is less. This provision shall not be deemed to extend the note due date or to grant any period of grace.

Acceleration: The Maker agrees, (1) if he or she reduces his or her course of study to less than half time status or (2) transfers to a school not participating under terms of the Michigan Guaranteed Student Loan Program, that the maturity date of this Note is accelerated. The accelerated maturity date on a 7% loan shall be not less than nine months nor more than twelve months after the date of the occurrence of either event of acceleration. The accelerated maturity date on a loan with an interest rate greater than 7% shall be six months after the date of the occurrence of either event of acceleration.

Extension: The Maker further agrees that if the expected completion of studies date changes during the period of this loan and that if a period of less than half time enrollment status at a participating school or non-attendance at any school or enrollment at a non-participating school does not exceed the maximum grace period, the maturity date of this Note may be extended. The new grace period for loans evidenced by a Note at a 7% rate of interest may not be less than nine months nor more than twelve months following the new completion of studies date. The new grace period for loans evidenced by a Note at a rate greater than 7% shall be six months following the new completion of studies date.

Deferment: Once the maturity date of this Note occurs, repayment is required to begin, unless the Maker is eligible and applies and receives a deferment of payments as authorized by Federal Law. Conditions and requirements for deferment are enumerated on the reverse side of this Note and are considered as part of this Note.

Maker: The Maker promises to (1) use the proceeds of the loan evidenced by this note solely to pay educational expenses attendant to his or her attendance at the participating school at which the Maker is accepted for enrollment or is already enrolled on this date and (2) send written notice to the Holder and to the Michigan Guaranteed Student Loan Program of any changes occur in enrollment status, home address or the occurrence of any event which would cause the Holder to declare this note in default.

If the Maker dies or becomes permanently and totally disabled, the indebtedness shall be paid in full to the Holder by the Michigan Guaranteed Student Loan Program on behalf of the Maker. If the Maker shall default on this note by reason of delinquency, the unpaid balance shall, at the option of the Holder, become immediately due and payable without notice on demand and if the Holder shall incur any expenses or attorney fees in connection with collections thereof, there shall additionally come due from the Maker all reasonable expenses and attorney fees and the Holder may take judgment for all such sums. In the event of default the Holder may report the default to a credit bureau. The Michigan Guaranteed Student Loan Program may refer this loan to a collection agency. If this loan is referred to a collection agency, subject to the Fair Debt Collections Practices Act, the Maker will be subject

Late Charge: If the Holder presents the Maker with a repayment schedule upon maturity of this Note, the Maker agrees to pay a late charge on each installment delinquent for a period exceeding ten days in an amount not exceeding 5% of the installment payment or 5%, whichever is less. This provision shall not be deemed to extend the note due date or to grant any period of grace.

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If the Maker dies or becomes permanently and totally disabled, the indebtedness shall be paid in full to the Holder by the Michigan Guaranteed Student Loan Program on behalf of the Maker. If the Maker shall default on this note by reason of a delinquency, the unpaid balance shall, at the option of the Holder, become immediately due and payable without notice on demand and if the Holder shall incur any extra costs or expenses in connection with collections thereof, there shall additionally come due from the Maker all reasonable expenses and attorney fees and the Holder may take judgment for all such sums. In the event of default the Holder may report the default to a credit bureau. The Michigan Guaranteed Student Loan Program may refer this loan to a collection agency. If this loan is referred to a collection agency, subject to the Fair Debt Collections Practices Act, the Maker will be subject to payment of collection costs which do not exceed 25% of the unpaid principal and accrued interest.

The Maker acknowledges that he or she is legally obligated, under Section 8, Act No. 77 of the Public Acts of 1960, for the payment of the note even though he or she may be under eighteen (18) years of age. No delay on the part of the Holder or Guarantor hereof in exercising any of its options, powers, or rights or partial or single exercise thereof, shall constitute a waiver of any of such powers, options, or rights.

The borrower rights, as listed on the reverse side, pertain to this loan and are incorporated as part of this Note.

CO-SIGNER
SIGNATURE

MAKER
SIGNATURE

TYPED NAME

TYPED NAME

AMAD ELFASSIH

ADDRESS

ADDRESS

318 HUBBARD CT

CITY

STATE

ZIP

CITY

WESTLAND

STATE

MI

ZIP

48185

SOCIAL SECURITY NO.

SOCIAL SECURITY

NOTE ENDORSEMENT BY MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

The undersigned, as endorser, guarantees payment of 100 percent of the unpaid principal balance to the Holder in the event the Maker permits this note to become in default as defined by regulations of the Michigan Higher Education Assistance Authority. In the event of default, the Maker's obligation to the Holder is transferred to the Michigan Higher Education Assistance Authority.

County of:

Notary Signature:

Address:

My Commission Expires:

HENRY MOTYKA
Notary Public, Wayne County, Michigan
My Commission Expires June 20, 1981

MICHIGAN HIGHER EDUCATION ASSISTANCE AUTHORITY

LENDER COPY

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Documents will be retained in portfolio

"I DECLARE UNDER PENALTY OF PERJURY
THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
FROMISSORY NOTE."

SIGNATURE: Judy A. Byrnes

TITLE: JUDY A. BYRNES

ASSISTANT TO THE DIRECTOR

DATE: 4-30-98

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Documents will be retained in portfolio

"I DECLARE UNDER PENALTY OF PERJURY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF THE
ORIGINAL FROMISSORY NOTE."

SIGNATURE: Danny Hand

TITLE: Chief

DATE: 2/17/98